

## Bridge Replacement on US 90 St. Louis Bay Bridge

1. Is there any existing survey information or mapping that has been done in the limits of the US90 crossing at St Louis Bay Project?

**MDOT has conducted no water related surveys. Surveys related to right-of-way have been provided to Proposers.**

Can we be provided with the survey control that the District Office has for this area?

**The survey control has been placed on MDOT's website.**

Is a fender system required for the main channel?

**No fender system is currently required.**

What is the maximum spacing on the bridge borings?

**As stated in Exhibit 2b Section 3.4 Geotechnical Exploration, "The frequency and spacing of soil test borings will depend on the anticipated variation in the subsurface conditions and the type of facility to be designed." For additional information see AASHTO Manual on Subsurface Investigations, 1988. For additional requirements for retaining walls see Exhibit 2b, Section 3.4.3 Retaining Walls.**

2. The RFP as written does not clearly define the completion of the work as including the complete removal of the existing structure from the bay. Because of critical Milestone No. 1, it is imperative that all available construction resources are dedicated to completing that milestone. Therefore, it is requested that the contract completion for the removals be extended to six months beyond the current Milestone No. 2 completion date.

This extended completion would not affect the Milestone No. 2 incentive/disincentive.

**See revisions in Addendum 2.**

3. Will the Commission consider reducing the disincentive amount to the value of the incentive or to a multiple of the incentive? Construction contracting is as much about risk exposure as it is about experience and capacity. Unlimited disincentives are truly disincentives and high risk exposure which must be accounted for in margin assessment.

**No, see revisions in RFP Addendum 2.**

4. The RFP states that the current budget is approximately \$150 million. Will the Commission award a contract which exceeds the current budget? Does the current budget consider the current labor shortages, the added costs for procuring and maintaining a labor force in the project area, the cost of providing housing and subsistence for the management and craft employees, the extreme shortage of precast concrete product capacity, cement shortages and the limited supply of floating cranes and barges; all due to the devastation and subsequent reconstruction following Katrina?

**Yes**

5. The Category Exclusion Determination contained in Exhibit 17 states, in Paragraph 3 at the top of Page 5, "FHWA and MDOT have committed to construction techniques that should provide reasonable protections for the endangered species.", what are the construction techniques are being referred to? Are there specific construction techniques that are prohibited?

**See the MDOT Commitments to Environmental Excellence pages 1 through 5 located after page 6 of Exhibit 17.**

6. In the second paragraph of, **Section 2.2 Vertical Alignment**, on Page 4 of 13, of Exhibit 2a, it refers to a "refined analysis" being performed by MDOT which could reduce the lower chord elevation below the

current elevation 40.00. When will this “refined analysis” be completed? If it is completed before the RFP submission date; will the submission date be extended to allow time to incorporate any changes in the bottom chord elevation?

**See RFP Addendum 1 Exhibit 2a Design Criteria Section 1.0 and 2.2.**

7. In the second paragraph of, **Section 2.2 Vertical Alignment**, on Page 4 of 13, of Exhibit 2a, it refers bridge profiles “that transition into the abutments at an approximate elevation of 20.00.” Is the commission expecting the abutment bearing seats to be at approximately elevation 20.00? If not, what is the expected lower limit of the abutment bearing seat elevations?

**At the Bay St. Louis abutment the contractor is required to have a bridge/roadway profile elevation of approximately 20.00. The elevation of the bearing seats will depend upon the girder depth selected by the contractor.**

8. In Paragraph 3, Released for Construction Documents, on Page 10 of 42 of Attachment A – Agreement, it states that “CONTRACTOR shall have a Professional Engineer registered in the State of Mississippi stamp and sign each sheet of the plans.” Is it expected that this engineer be a direct employee of the contractor or one on the contractor’s consultants as allowed in other sections?

**The engineer may be a direct employee of the Contractor or his consultant.**

9. Is there any requirement to collect any portion of the bridge storm water and transfer to land or can it all be drained into the bay through scuppers?

**Storm water may be drained into the bay if the bridge deck drains are located in accordance with Exhibit 2b Section 2.9 Bridge Drainage.**

10. Section V, QUALITY CONTROL/QUALITY ASSURANCE (QC/QA), of Attachment A – Agreement, adds the requirement for a Design Quality Control Manager which was not specified in the RFQ. Are we required to provide an amended organization chart and an additional resume in our response to this RFP? Is it required that this individual possess his/her State of Mississippi Professional Engineer registration prior to contract award?

**Yes, and this change will not count in the 50 page limit.**

**Prior to performing work on this contract, the individual must possess Mississippi professional engineer registration.**

11. Section VI, UTILITIES, of Attachment A – Agreement, addresses a Memorandum of Agreement with each affected utility. Does the Commission have a current list of affected utility owners to share with the Proposers? Will the Commission provide copies of each Memorandum as soon as it is available rather than waiting until Notice to Proceed?

**A list of known utilities is included as Exhibit 18. Copies of Memorandums of Agreement will be provided to Proposers when available.**

12. Section VI, Attachment A - Agreement, in Paragraphs A and B discuss the responsibilities of the Commission and Contractor and essentially states that the Contractor will be responsible for coordinating the relocation of and doing the work of relocating utilities and that he will be reimbursed for his direct costs. Paragraph C seems to contradict that in saying that “no additional compensation” will be allowed for relocation costs sustained due to interferences from utilities or the operation of relocating utilities. Please clarify the intent of these paragraphs?

**In Addendum 1, Paragraph C has been revised as follows:**

**“The resolution of any conflicts between utility companies and the construction of the Project shall be the responsibility of the CONTRACTOR. No additional compensation (time or dollars) will be allowed for any delays, inconveniences, or damages sustained by CONTRACTOR or its**

**subcontractors due to interference from utilities or the operation of relocating utilities. If the CONTRACTOR experiences delays with the Utility companies, COMMISSION shall be promptly notified and will fully cooperate with the CONTRACTOR in resolving the disputes between the parties.”**

13. On Page 7 of 15 of the Request for Proposals in the final paragraph of section “IV. PROJECT SCOPE”, it states that “The Proposer will be required to certify their proposed schedule.....” What is the required form of that certification?

**See RFP Attachment “I” Addendum 1.**

14. In Attachment A – Agreement identifies turn around times for review and acceptance of Contractor documents from 7 to 21 days. This turn around time is unacceptable on such a fast track project. Will the Commission commit to a maximum turn around time on any document of 3 days?

**No**

15. Will MSE or similar precast concrete retaining wall structures be allowed to retain the abutment fills?

**Retaining walls located greater than 500 feet from the front face of the bridge abutment may be MSE or other similar precast retaining wall structures.**

16. Agreement Section III-C.1 limits mobilization to 5%. Please confirm that items such as design, geotech testing, etc. may be included as Schedule of Value items and not be included in the Mobilization item.

**The maximum amount for Mobilization includes all activities related to the contract. This amount shall be itemized by the contractor according to the category of work, i.e. preliminary engineering, geotechnical, construction, design, etc.**

17. Agreement Section VI-F states the Contractor will maintain parallel services through-out any utility relocation construction. Should this not be part of the cost of relocation which is being paid for by the Commission?

**Yes**

18. 2.1.1.2 Prestressing Steel and 2.1.1 Reinforced Concrete: Does the specifications allow for the use of 78” bulb tees?

**The specifications do allow for the use of 78 inch bulb tees.**

19. 2.7 Bridge Barriers “The outside bridge railing shall be 42” tall, open-style vertical concrete parapet...” 2.9 Bridge Drainage a. “..... Bridge deck drainage shall not be allowed to pass through the see-through railing.” This seems to require the rail to be mounted on a curb. How wide is the curb? Curb will affect the overall deck width.

**The contractor is required to develop a bridge rail that meets the requirements of Sections 2.7 and 2.9 ~~Addendum 1~~ Addendum 2.**

20. 2.10 Abutment Seawall “A cast-in-place concrete sea wall shall be designed and constructed to protect the bridge abutments and wing walls. The sea wall shall be founded on deep foundations....” Can the Foundation be precast concrete sheet pile?

**Properly designed precast concrete sheet piling may be used as deep foundations.**

21. 3.4.6 Bridge Approach Settlement “Bridge approaches shall be constructed such that the settlement of the joint between the bridge end slab and the roadway pavement shall be less than .5 inch at the end of the warrantee period.” 2.11 Retaining Walls “All retaining walls within 500 feet of the front face of the bridge

abutment shall be constructed with cast-in-place concrete on deep foundations.” Will we need piles under the fill between the retaining walls to prevent settlement of the roadway?

**The Bridge Approach Settlement section has been deleted in Addendum 1.**

22. 2.4 Deep Foundation Design “Bridge substructures shall be reinforced concrete components supported by drilled shafts or concrete piles. Pile caps (if used) located in the Bay shall have the bottom of the pile cap at elevation -0.50’ or lower.” Is it intended that this specification preclude the use of pile bents?

**Pile bents may be used provided they are compatible with bridge pier aesthetics and vessel collision requirements.**

23. RFP Part IV - This section requires that the Proposer "certify their proposed schedule..." Is there specific language the Commission is looking for in this certification?

**See RFP Attachment "I" Addendum 1.**

24. RFP Part VIII - Can a Proposer achieve the maximum score of 30 points under the schedule item without proposing completion dates of the milestones that are earlier than those listed in the RFP?

**No.**

25. Since Ocean Engineering Associates (OVA) [sic] cannot be consulted for information concerning scour and wave forces:
- a. What data will be provided by the Commission concerning preliminary scour estimates and when?

**Design requirements for bridge scour are described in Exhibit 2b, Section 2.4 of Addendum 1.**

- b. What data will be provided by the Commission concerning preliminary wave forces estimates and when?

**There are no design requirements for wave forces on the substructure.**

26. For all team members who are required to obtain their professional engineer registration by award, if the individual is a licensed professional engineer in another state and his paperwork to receive licensure by comity has been submitted to the board by the time of award, would this be acceptable?

**Yes prior to performing work on this Contract the team member must possess Mississippi Professional Engineer registration.**

27. Pages 15 and 16 of Exhibit 2b of the RFP indicate a process for submittal of a Geotechnical plan (Para. 3.3), and a preliminary and a final geotechnical report (Para. 3.4.8), all subject to the 21 day review process. Considering that in addition to the preparation of a plan and the review process for both a preliminary and a final geotechnical report, we also have to perform the actual soil borings, this process will delay the actual driving of pile until late spring or early summer. This conflicts with the Commission's intent that this innovative Design Build Plan allows for the commencement and completion of the Project in a timely and cost-effective manner. Does MDOT have an expedited process in mind that will allow pile driving at an earlier date? If so, what is that process?

**The Contractor is solely responsible for the development and implementation of a geotechnical plan.**

28. Section 102.08—Proposal Guarantee states that the bid bond must be on a form approved by the Executive Director. Please provide the bid bond form to be used.

**MDOT will accept an industry standard Bid Bond form provided by the bonding company that contains the required information and as per Section 102.08 of Addendum-1 Addendum 2.**

29. The tip elevations for the existing bridge piles were provided with the RFP. The majority of the piles within the bay were driven to tip elevations ranging from -60 to -80. A significant exception occurred from Sta. 331+00 to Sta. 441+00 [sic] where the tip elevations were -140 and deeper. This reach has been labeled "the hole" on the boring log profile in the as built plans. Logs of supplemental borings and test pile records within this reach indicate highly variable driving resistance and capacity both aurally and vertically, but the information on the supplemental boring logs does not reveal the reason for the variability. The recently completed borings provided in the RFP were not within this reach and do not show such significant variability in subsurface conditions. Can any additional information be provided regarding this issue, possibly from correspondence during construction of the bridge?

**All known information regarding the construction of the existing bridge has been provided to the Proposers. MDOT does not plan to take any additional borings and has provided all known geotechnical information that is available. Proposers may want to review the drawings and other information on the CD's that was provided to them earlier. One specific drawing that may provide some insight to the location referenced in the question may be found on Disc 2 of 2 "Supplemental Information" as follows: \StLBay110405\US 90 across St. Louis Bay original plans\11251-7\11251-7 2A.tif . This drawing indicates the original bridge was designed to use steel piling driven deep through an unstable clay layer into a Sand/Gravel layer.**

**Proposers are reminded that the information provided in the contract documents and the CD's, including but not limited to drawings, soil borings, and pile driving records are for information only. The Proposer assumes all liability and responsibility for the interpretation and use of this information.**

**The Contractor is responsible for obtaining soil test borings as needed to meet the requirements of the RFP. The Contractor is solely responsible for the adequacy of the Geotechnical Information for this project.**

30. The typical depicts both eastbound and west bound bridges with a crowned roadway. On the bridges, would it be acceptable to have a constant 2% cross slope across the deck? The deck would rotate about the profile grade line in those areas where superelevation is necessary?

**It is acceptable to MDOT for the Proposers to utilize a bridge deck with a single crown point (Finish Grade) located at the center of the middle traffic barrier with a 2 percent cross slope in both directions for normal crown. This same point would be used to rotate the super elevation. This bridge deck section may only be used if it can be designed (backed with appropriate calculations) to accommodate the drainage and grade requirements specified in the RFP.**

31. Section 107.14.2—Insurance first sentence states “CONTRACTOR shall procure at its own expense and maintain in full force and effect at all time prior to the Guaranteed Final Acceptance Date and anytime thereafter...”, and under the same section Unimpaired Limits second sentence states “Further, CONTRACTOR acknowledges that it must maintain the required limits specified herein in full force and effect at all time.” What is the term required for “anytime thereafter” and “at all times”?

**As stated in Section 107.14.2 "CONTRACTOR shall procure at its own expense and maintain in full force and effect at all time prior to the Guaranteed Final Acceptance Date and anytime thereafter.. Such insurance as will protect CONTRACTOR from the claims below...."**

**With respect to the reference to "at all time" in the "Unimpaired Limits" sub-section, please refer to the "Additional Policy Requirements" sub-section, which states that "coverage shall be continued for three (3) years after the date of Final Completion or expiration of the warranty whichever is later."**

32. Section 107.14.2--Insurance, the minimum limits required for the Comprehensive General Liability is \$10,000,000 per occurrence, \$10,000,000 aggregate; the minimum limits required for Business Automobile

Liability is \$10,000,000 combined single limit; and the Marine Liability Coverage is \$10,000,000 Aggregate. Can these requirements be met through a primary Comprehensive General Liability limit of \$2,000,000 per occurrence; a primary Business Automobile Liability limit of \$1,000,000; a primary Marine Liability Coverage limit of \$1,000,000, with Excess coverage of \$9,000,000 to meet the \$10,000,000 limit?

**Yes.**

33. Section 107.14.2. —Insurance, item f. Longshoreman and Harbor Workers Coverage of \$5,000,000 is required. This coverage is statutory. Are you looking for statutory coverage and Employer's Liability of \$5,000,000 each accident/employee/ policy limit, similar to the requirements in the same section a. Workers' Compensation?

**Yes.**

34. Section 107.14.2—Insurance, item e, and Additional Policy Requirements, third paragraph requires the CONTRACTOR to obtain Errors and Omissions insurance for their Professional Liability in the amount of \$25,000,000. This is not commercially available. What is commercially available and a reasonable alternative is a project specific policy with coverage of no less than \$25,000,000 per claim, with a general aggregate of no less than \$25,000,000 per claim and aggregate, that covers the design professionals employed by the CONTRACTOR ("Designer"), which in this case would be the designer to CONTRACTOR for any design errors on the project by the Designer, and subcontractors and subconsultants of any tier. Thus the COMMISSION is assured that the insurance provided on behalf of the Designer fully covers the Designer for liability to the COMMISSION for any design errors on the project by the Designer and the Designer's subcontractors/subconsultants. There would be an insured vs. insured exclusion, however the COMMISSION and CONTRACTOR can be added as additionally protected parties thus neither would be prevented or barred from making a claim. The policy may contain a "Material Change Endorsement" which requires the Designer to notify the insurer of changes in cost estimate and project completion for coverage to be afforded. Common extended reporting periods are 3 years as required. In addition, a Protective Professional Insurance policy is commercially available and can be incorporated into the contract with coverage of no less than \$25,000,000 per claim, with a general aggregate of no less than \$25,000,000 per claim and aggregate. This is put in place for the benefit of the COMMISSION and the CONTRACTOR, which provides first party indemnity for damages, which are excess of the Designer's professional liability insurance and the project specific policy that the named insured incurs as a result of negligence of the Designer. The policy supplements the Designer's with providing direct benefits to the named insured. Defense costs for third party claims arising out of the Designer's services are provided to the named insured.

**Refer to Addendum 2.**

35. Please insert a commercial unavailable provision to read "If, through no fault of the CONTRACTOR, any of the coverages required under General Provisions section 107.14 become unavailable as determined under a commercial reasonableness standard, the COMMISSION will work with the CONTRACTOR to find commercially reasonable alternatives to the required coverages that are acceptable to the COMMISSION."

**No.**

36. Page 13 of 15 of RFP, last paragraph, please explain under what circumstances whereby "the parties are unable to execute a contract" may exist. Does this statement mean that the Proposer will negotiate his Proposal with MDOT?(12/16/05). What situation would cause the parties not to execute a contract? If the parties are unable to execute a contract, does the proposer forfeit his bid bond?

**Refer to Section 103.08 - Failure to Execute Contract. The Proposal will not be negotiated. If the parties are unable to execute a contract, the Proposer will forfeit its Proposal Guarantee.**

37. What is the Department's intent with respect to Third Street - Reconstruction or overlay?

**Section 4.2 of Exhibit 2a requires that "Any existing local roads within the Right of Way adjacent to the bridges or approach roadway shall receive a minimum 3.5 inch asphalt overlay." Third Street is to have an overlay.**

38. Is the temporary median barrier on the bridge required for Phase II traffic control?

**RFP Attachment A Article IV A. addresses the Milestone 1 roadway requirements, including meeting the requirements of the MUTCD. The Proposer is to design the temporary roadway section to meet the requirement of the MUTCD. This includes MUTCD Section 6G.15.**

39. Will the frontage road on the southeast area of the project remain?

**The existing frontage road located south of the existing US 90 alignment approximately Station 380+00 to Bayview Street, shall be removed, regraded and grassed by the Contractor.**

40. Will steel pipe piles with an appropriate concrete pile plug be allowed?

**Steel pipe pile will not be allowed.**

41. We [Proposer] have serious concerns regarding the ability to determine pile lengths, cast and subsequently drive prestressed concrete piles and complete the project within the allowable time. This in combination with the added risk resulting from the undetermined geotechnical nature of certain areas of the project indicate a steel pile may be a better alternative and result in a more timely completion. Would MDOT reconsider the use of steel piles in combination with concrete plugs and/or special coatings?

**No.**

42. We [Proposer] have reviewed the latest Proposal Milestones for the Highway 90 projects and as determined that the new dates create a huge obstacle to our team's ability to be fully responsive to the RFPs on these projects. Therefore, I request that the dated proposal dates for the projects be revised as follows:

Submittal of 10 Copies of Volume 1 - Technical Proposal (Noon) January 27, 2006

Submittal of Volume 2 - Lump Sum Proposal - Bay St. Louis February 3, 2006

Award - Bay St. Louis February 6, 2006

Submittal of Volume 2 - Lump Sum Proposal - Biloxi to Ocean Springs February 10, 2006

Award - Biloxi to Ocean Springs February 13, 2006

These dates should not affect the Proposer Milestone 1 and 2 dates and would result in the most competitive and complete proposals for both projects which in turn would produce the best value for the State of Mississippi. Your early consideration and acceptance of these dates is appreciated.

**No, there will be no date changes.**